

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 16, 2007

DEPARTMENT: PUBLIC WORKS

ITEM DESCRIPTION: APPROVAL OF 12 COOPERATIVE AGREEMENTS WITH THE BUREAU OF LAND MANAGEMENT (BLM) FOR SOUTHERN NEVADA PUBLIC LAND MANAGEMENT ACT (SNPLMA) ROUND 6 PROJECT FUNDING AND AUTHORIZATION FOR STAFF TO EXECUTE AGREEMENTS

1. Agreement No. FAA060141 - Sandhill-Owens Park Acquisition
2. Agreement No. FAA060144 - Las Vegas Wash Trail, Phase II
3. Agreement No. FAA060145 - Lone Mountain Trail, Phase II
4. Agreement No. FAA060147 - Freedom Park Renovation
5. Agreement No. FAA060148 - Lorenzi Park Renovation with Trailhead Addition
6. Agreement No. FAA060149 - Sandhill-Owens Park & Trailhead - Private Land
7. Agreement No. FAA060151 - Las Vegas Wash Trail - Pedestrian Safety Crossing Bridges
8. Agreement No. FAA060152 - Sandhill-Owens Park & Trailhead - City Owned Land
9. Agreement No. FAA060153 - Jaycee Park Renovation
10. Agreement No. FAA060154 - Lone Mnt. Trail - Pedestrian Safety Crossing Bridges
11. Agreement No. FAA060169 - 1-215 Beltway Trail Segments
12. Agreement No. FAA060178 - Cultural Corridors Trail - Pedestrian Crossing Bridge

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

PAGE 1 OF 13 PAGES

1. AGREEMENT NO.

FAA060141

Priority #6-8; Project # LV19

2. AMENDMENT NO.

N/A

3. TYPE OF AGREEMENT (Check one)

☐ GRANT

☒ COOPERATIVE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER
Alice Wilson, Grants and Agreements Specialist
Bureau of Land Management - Las Vegas Field Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5124 Fax: 702-515-5150
Alice_wilson@blm.gov

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE
Cheri Edelman, Assistant City Engineer
Department of Public Works
420 N. 4th Street
Las Vegas, NV 89101
Phone: 702-229-2176 Fax: 702 388-1807

6. NAME, ADDRESS & PHONE NO. OF BLM'S PROGRAM OFFICER
Jeremy Brooks, SNPLMA Project Specialist
Libby White, Assistance Representative
Bureau of Land Management - Las Vegas Field Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5136 Fax: 702-515-5010
Jeremy_Brooks@blm.gov Libby_white@blm.gov

7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR
Connie L. Diso, Project Engineer
Department of Public Works
731 S. Fourth Street
Las Vegas, NV 89101
Phone: 702-229-2142 Fax: 702-382-8551
cdiso@lasvegasnevada.gov

8. PROGRAM STATUTORY AUTHORITY
SNPLMA, as Amended P.L. 105-263

9. ACTION/OBLIGATION DATE
Same date as in Block 26

10. PROJECT STARTING DATE
Same date as in Block 26

11. PROJECT ENDING DATE
Five Years from Block No. 26

12. TYPE OF RECIPIENT (Check one)

- | | |
|--|--|
| <input type="checkbox"/> STATE | <input type="checkbox"/> STATE CONTROLLED INST. |
| <input type="checkbox"/> COUNTY | OF HIGHER LEARNING |
| <input checked="" type="checkbox"/> MUNICIPAL | <input type="checkbox"/> PRIVATE UNIVERSITY |
| <input type="checkbox"/> TOWNSHIP | <input type="checkbox"/> INDIAN TRIBE |
| <input type="checkbox"/> INTERSTATE | <input type="checkbox"/> INDIVIDUAL |
| <input type="checkbox"/> INTERMUNICIPAL | <input type="checkbox"/> PROFIT ORGANIZATION |
| <input type="checkbox"/> SPECIAL DISTRICT | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> INDEPENDENT SCHOOL DISTRICT | <input type="checkbox"/> NOT FOR PROFIT ORGANIZATION |

13. FUNDING INFORMATION

	BLM	RECIPIENT	THIRD PARTY	TOTAL
This Obligation	\$2,594,000.00	\$0.00	\$0.00	\$2,594,000.00
All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00
Total Obligations	\$2,594,000.00	\$0.00	\$0.00	\$2,594,000.00
Share Ratio	100%	0%	0%	100%

14. Recipient is not subject to Agency Payment Review.

15. ACCOUNTING AND APPROPRIATION DATA
2006 NV055 411C 5856HN LV19

16. DUNS No.
030381610

17. CFDA No. AND TITLE
15.225 - Recreation Resource Management

18. PRINCIPLE PLACE OF PERFORMANCE
Clark County, Nevada

19. PROJECT TITLE

Sandhill-Owens Park Acquisition - (Priority # 6-8, Project #LV19)

20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of \$1,650,000.00 was approved by the Secretary of the Interior on February 7, 2006. In addition, on November 29, 2006, the SNPLMA Executive Committee approved an additional \$944,000.00 dollars to be funded out of the Special Account Reserve; this allocation provided funding necessary to match the appraised value of the property.

This project will provide for the acquisition of approximately 4.91 acres of land for development of a neighborhood park and trailhead facility. This site is adjacent to a 4.06 acre parcel owned by the City and being proposed for Round 6 funding for the development of a park and trailhead. Combined, these two sites will create an 8.97 acre park and trailhead. The parcel is located in an area with changing demographics and increasing need for parks, yet development of new parks has not kept pace due to a scarcity of land and funding. SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21. NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE

Cheri Edelman, Assistant City Engineer

22. RECIPIENT

BY APPROVED AS TO FORM

23. DATE SIGNED

24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER

Alice Wilson, Grants and Agreements Specialist

25. UNITED STATES OF AMERICA

BY

26. DATE SIGNED

Thomas R. Green 4/9/07
Thomas R. Green Date
District City Attorney

<i>(Signature of Recipient's Authorized Representative)</i>		<i>(Signature of BLM's Grants Management Officer)</i>	
---	--	---	--

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.

B. Objective. Cooperation between the BLM and City of Las Vegas in order to facilitate the construction of the Sandhill-Owens Park Acquisition. This project will provide for the acquisition of approximately 4.91 acres of land for development of a neighborhood park and trailhead facility. This site is adjacent to a 4.06 acre parcel owned by the City and being proposed for Round 6 funding for the development of a park and trailhead. Combined, these two sites will create an 8.97 acre park and trailhead. The parcel is located in an area with changing demographics and increasing need for parks, yet development of new parks has not kept pace due to a scarcity of land and funding.

C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
2. Additionally, this Agreement benefits the public by developing the Sandhill-Owens Park Acquisition.
3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entity in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us>

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: <http://www.access.gpo.gov/uscode/index.html>.

III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
2. Adhere to the policies and procedures identified in the IA.

3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
5. Make certain necessary permits or environmental clearances are obtained.
6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified in the IA.
5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Sandhill-Owens Park Acquisition, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, SF 424B, Assurances – Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: <http://www.dnb.com> or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at: <http://www.ccr.gov>.

VII. Payments

A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits: (1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.

B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.

1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.

- a. City of Las Vegas Final Inspection/Acceptance Report.
- b. Contractor and, if appropriate Subcontractor, notice of completion.

2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

1. Electronic Funds Transfer Payments

a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).

b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.

2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.

b. Recipient enrollment in ASAP is accomplished in one of the two following ways:

- i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.

4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.

B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.

C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.

E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.

F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.

G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice_Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Braganza
Title	Financial Analyst
Entity	City of Las Vegas Department of Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbraganza@lasvegasnevada.gov

XI. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: <http://harvester.census.gov/sac>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text.

These terms and conditions are located at: <http://www.doi.gov/pam/TermsandConditions.html>. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

PAGE 1 OF 12 PAGES

1. AGREEMENT NO.

FAA060144

Priority #6-11; Project # LV20

2. AMENDMENT NO.

N/A

3. TYPE OF AGREEMENT (Check one)

☐ GRANT

☒ COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER

Alice Wilson, Grants and Agreements Specialist
Bureau of Land Management - Las Vegas Field Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5124 Fax: 702-515-5150
Alice_wilson@blm.gov

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE

Cheri Edelman, Assistant City Engineer
Department of Public Works
420 N. 4th Street
Las Vegas, NV 89101
Phone: 702-229-2176 Fax: 702 388-1807

6. NAME, ADDRESS & PHONE NO. OF BLM'S PROGRAM OFFICER

Jeremy Brooks, SNPLMA Project Specialist
Libby White, Assistance Representative
Bureau of Land Management - Las Vegas Field Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5136 Fax: 702-515-5010
Jeremy_Brooks@blm.gov Libby_white@blm.gov

7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR

Connie L. Diso, Project Engineer
Department of Public Works
731 S. Fourth Street
Las Vegas, NV 89101
Phone: 702-229-2142 Fax: 702-382-8551
cdiso@lasvegasnevada.gov

8. PROGRAM STATUTORY AUTHORITY
SNPLMA, as Amended P.L. 105-263

9. ACTION/OBLIGATION DATE
Same date as in Block 26

10. PROJECT STARTING DATE
Same date as in Block 26

11. PROJECT ENDING DATE
Five Years from Block No. 26

12. TYPE OF RECIPIENT (Check one)

- | | |
|--|--|
| <input type="checkbox"/> STATE | <input type="checkbox"/> STATE CONTROLLED INST. |
| <input type="checkbox"/> COUNTY | OF HIGHER LEARNING |
| <input checked="" type="checkbox"/> MUNICIPAL | <input type="checkbox"/> PRIVATE UNIVERSITY |
| <input type="checkbox"/> TOWNSHIP | <input type="checkbox"/> INDIAN TRIBE |
| <input type="checkbox"/> INTERSTATE | <input type="checkbox"/> INDIVIDUAL |
| <input type="checkbox"/> INTERMUNICIPAL | <input type="checkbox"/> PROFIT ORGANIZATION |
| <input type="checkbox"/> SPECIAL DISTRICT | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> INDEPENDENT SCHOOL DISTRICT | <input type="checkbox"/> NOT FOR PROFIT ORGANIZATION |

13. FUNDING INFORMATION

	BLM	RECIPIENT	THIRD PARTY	TOTAL
This Obligation	\$5,500,000.00	\$0.00	\$0.00	\$5,500,000.00
All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00
Total Obligations	\$5,500,000.00	\$0.00	\$0.00	\$5,500,000.00
Share Ratio	100%	0%	0%	100%

14. Recipient is not subject to Agency Payment Review.

15. ACCOUNTING AND APPROPRIATION DATA
2006 NV055 411C 58561C LV20

16. DUNS No.
030381610

17. CFDA No. AND TITLE
15.225 - Recreation Resource Management

18. PRINCIPLE PLACE OF PERFORMANCE
Clark County, Nevada

19. PROJECT TITLE

Las Vegas Wash Trail, Phase II - (Priority # 6-11, Project #LV20)

20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of \$5,500,000.00 was approved by the Secretary of the Interior on February 7, 2006. This project will develop the 2.6-mile Las Vegas Wash Trail was approved as Round 3 project #LV05 and is a major link in the emerging regional trails system. The trail will serve as the Valley-wide connector to the Las Vegas Wetlands Park and the Lake Mead National Recreational Area. Issues arising during the design process have necessitated improvements not originally considered. This request will provide additional funding for those improvements and allow the trail to achieve its desired level of functionality.

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21. NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE

Cheri Edelman, Assistant City Engineer

22. RECIPIENT

BY _____
(Signature of Recipient's Authorized Representative)

23. DATE SIGNED

24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER


Alice Wilson, Grants and Agreements Specialist

25. UNITED STATES OF AMERICA

BY _____
(Signature of BLM's Grants Management Officer)

26. DATE SIGNED

APPROVED AS TO FORM


Thomas R. Green Date 4/9/07

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.

B. Objective. Cooperation between the BLM and City of Las Vegas in order to facilitate the construction of the Las Vegas Wash Trail, Phase II. This project will develop the 2.6-mile Las Vegas Wash Trail was approved as Round 3 project #LV05 and is a major link in the emerging regional trails system. The trail will serve as the Valley-wide connector to the Las Vegas Wetlands Park and the Lake Mead National Recreational Area. Issues arising during the design process have necessitated improvements not originally considered. This request will provide additional funding for those improvements and allow the trail to achieve its desired level of functionality.

C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
2. Additionally, this Agreement benefits the public by developing the Las Vegas Wash Trail, Phase II.
3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entity in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us>

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: <http://www.access.gpo.gov/uscode/index.html>.

III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
2. Adhere to the policies and procedures identified in the IA.

3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
5. Make certain necessary permits or environmental clearances are obtained.
6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified in the IA.
5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Las Vegas Wash Trail, Phase II, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, SF 424B, Assurances – Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at:
<http://www.dnb.com> or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at:
<http://www.ccr.gov>.

VII. Payments

A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits: (1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.

B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.

1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.

- a. City of Las Vegas Final Inspection/Acceptance Report.
- b. Contractor and, if appropriate Subcontractor, notice of completion.

2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

1. Electronic Funds Transfer Payments

- a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
- b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

- c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.

2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

- a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
- b. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.

4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.

B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.

C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.

E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.

F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.

G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice_Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Braganza
Title	Financial Analyst
Entity	City of Las Vegas Department of Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbraganza@lasvegasnevada.gov

XI. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: <http://harvester.census.gov/sac>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text.

These terms and conditions are located at: <http://www.doi.gov/pam/TermsandConditions.html>. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipient's liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

PAGE 1 OF 12 PAGES

1. AGREEMENT NO.

FAA060145

Priority #6-12; Project # LV21

2. AMENDMENT NO.

N/A

3. TYPE OF AGREEMENT (Check one)

☐ GRANT

☒ COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER
Alice Wilson, Grants and Agreements Specialist
Bureau of Land Management - Las Vegas Field Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5124 Fax: 702-515-5150
Alice.wilson@blm.gov

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE
Cheri Edelman, Assistant City Engineer
Department of Public Works
420 N. 4th Street
Las Vegas, NV 89101
Phone: 702-229-2176 Fax: 702 388-1807

6. NAME, ADDRESS & PHONE NO. OF BLM'S PROGRAM OFFICER
Jeremy Brooks, SNPLMA Project Specialist
Libby White, Assistance Representative
Bureau of Land Management - Las Vegas Field Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5136 Fax: 702-515-5010
Jeremy.Brooks@blm.gov Libby.white@blm.gov

7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR
Connie L. Diso, Project Engineer
Department of Public Works
731 S. Fourth Street
Las Vegas, NV 89101
Phone: 702-229-2142 Fax: 702-382-8551
cdiso@lasvegasnevada.gov

8. PROGRAM STATUTORY AUTHORITY
SNPLMA, as Amended P.L. 105-263

9. ACTION/OBLIGATION DATE
Same date as in Block 26

10. PROJECT STARTING DATE
Same date as in Block 26

11. PROJECT ENDING DATE
Five Years from Block No. 26

12. TYPE OF RECIPIENT (Check one)

- | | |
|--|--|
| <input type="checkbox"/> STATE | <input type="checkbox"/> STATE CONTROLLED INST. |
| <input type="checkbox"/> COUNTY | OF HIGHER LEARNING |
| <input checked="" type="checkbox"/> MUNICIPAL | <input type="checkbox"/> PRIVATE UNIVERSITY |
| <input type="checkbox"/> TOWNSHIP | <input type="checkbox"/> INDIAN TRIBE |
| <input type="checkbox"/> INTERSTATE | <input type="checkbox"/> INDIVIDUAL |
| <input type="checkbox"/> INTERMUNICIPAL | <input type="checkbox"/> PROFIT ORGANIZATION |
| <input type="checkbox"/> SPECIAL DISTRICT | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> INDEPENDENT SCHOOL DISTRICT | <input type="checkbox"/> NOT FOR PROFIT ORGANIZATION |

13. FUNDING INFORMATION

	BLM	RECIPIENT	THIRD PARTY	TOTAL
This Obligation	\$3,080,000.00	\$0.00	\$0.00	\$3,080,000.00
All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00
Total Obligations	\$3,080,000.00	\$0.00	\$0.00	\$3,080,000.00
Share Ratio	100%	0%	0%	100%

14. Recipient is not subject to Agency Payment Review.

15. ACCOUNTING AND APPROPRIATION DATA
2006 NV055 411C 58561C LV21

16. DUNS No.
030381610

17. CFDA No. AND TITLE
15.225 - Recreation Resource Management

18. PRINCIPLE PLACE OF PERFORMANCE
Clark County, Nevada

19. PROJECT TITLE

Lone Mountain Trail, Phase II - (Priority # 6-12, Project #LV21)

20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of \$3,080,000.00 was approved by the Secretary of the Interior on February 7, 2006. This project will provide additional funding for the 8.7 mile Lone Mountain Trail, which is a major link in the emerging regional trails system. Phase I of this project was originally approved in Round 3. Engineering issues have arisen during the desing process that have necessitated improvements not originally considered. This request will provide for those improvements and allow the trail to achieve its desired level of functionality.

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21. NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE

Cheri Edelman, Assistant City Engineer

24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER

Alice Wilson, Grants and Agreements Specialist

22. RECIPIENT

BY _____
(Signature of Recipient's Authorized Representative)

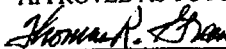
23. DATE SIGNED

25. UNITED STATES OF AMERICA

BY _____
(Signature of BLM's Grants Management Officer)

26. DATE SIGNED

APPROVED AS TO FORM


Thomas R. Green Date 4/2/07

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.

B. Objective. Cooperation between the BLM and City of Las Vegas in order to facilitate the construction of the Lone Mountain Trail, Phase II. This project will provide additional funding for the 8.7 mile Lone Mountain Trail, which is a major link in the emerging regional trails system. Phase I of this project was originally approved in Round 3. Engineering issues have arisen during the design process that have necessitated improvements not originally considered. This request will provide for those improvements and allow the trail to achieve its desired level of functionality.

C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
2. Additionally, this Agreement benefits the public by developing the Lone Mountain Trail, Phase II.
3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entity in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us>

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: <http://www.access.gpo.gov/uscode/index.html>.

III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
2. Adhere to the policies and procedures identified in the IA.

3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
5. Make certain necessary permits or environmental clearances are obtained.
6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified in the IA.
5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Lone Mountain Trail, Phase II, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, SF 424B, Assurances – Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at:
<http://www.dnb.com> or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at:
<http://www.ccr.gov>.

VII. Payments

A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits: (1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.

B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.

1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.

- a. City of Las Vegas Final Inspection/Acceptance Report.
- b. Contractor and, if appropriate Subcontractor, notice of completion.

2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

1. Electronic Funds Transfer Payments

- a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
- b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

- c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.

2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

- a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
- b. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.

4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.

B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.

C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.

E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.

F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.

G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice_Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Braganza
Title	Financial Analyst
Entity	City of Las Vegas Department of Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbraganza@lasvegasnevada.gov

XI. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: <http://harvester.census.gov/sac>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text.

These terms and conditions are located at: <http://www.doi.gov/pam/TermsandConditions.html>. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipient's liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

(April 2006)

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

PAGE 1 OF 12 PAGES

1. AGREEMENT NO.

FAA060147

Priority #6-14; Project # LV22

2. AMENDMENT NO.

N/A

3. TYPE OF AGREEMENT (Check one)

☐ GRANT☒ COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER

Alice Wilson, Grants and Agreements Specialist
Bureau of Land Management - Las Vegas Field Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5124 Fax: 702-515-5150
Alice_wilson@blm.gov

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE

Cheri Edelman, Assistant City Engineer
Department of Public Works
420 N. 4th Street
Las Vegas, NV 89101
Phone: 702-229-2176 Fax: 702 388-1807

6. NAME, ADDRESS & PHONE NO. OF BLM'S PROGRAM OFFICER

Jeremy Brooks, SNPLMA Project Specialist
Libby White, Assistance Representative
Bureau of Land Management - Las Vegas Field Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5136 Fax: 702-515-5010
Jeremy_Brooks@blm.gov Libby_white@blm.gov

7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR

Connie L. Diso, Project Engineer
Department of Public Works
731 S. Fourth Street
Las Vegas, NV 89101
Phone: 702-229-2142 Fax: 702-382-8551
cdiso@lasvegasnevada.gov

8. PROGRAM STATUTORY AUTHORITY
SNPLMA, as Amended P.L. 105-2639. ACTION/OBLIGATION DATE
Same date as in Block 2610. PROJECT STARTING DATE
Same date as in Block 2611. PROJECT ENDING DATE
Five Years from Block No. 26

12. TYPE OF RECIPIENT (Check one)

- | | |
|--|--|
| <input type="checkbox"/> STATE | <input type="checkbox"/> STATE CONTROLLED INST. |
| <input type="checkbox"/> COUNTY | OF HIGHER LEARNING |
| <input checked="" type="checkbox"/> MUNICIPAL | <input type="checkbox"/> PRIVATE UNIVERSITY |
| <input type="checkbox"/> TOWNSHIP | <input type="checkbox"/> INDIAN TRIBE |
| <input type="checkbox"/> INTERSTATE | <input type="checkbox"/> INDIVIDUAL |
| <input type="checkbox"/> INTERMUNICIPAL | <input type="checkbox"/> PROFIT ORGANIZATION |
| <input type="checkbox"/> SPECIAL DISTRICT | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> INDEPENDENT SCHOOL DISTRICT | <input type="checkbox"/> NOT FOR PROFIT ORGANIZATION |

13. FUNDING INFORMATION

	BLM	RECIPIENT	THIRD PARTY	TOTAL
This Obligation	\$17,600,000.00	\$0.00	\$0.00	\$17,600,000.00
All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00
Total Obligations	\$17,600,000.00	\$0.00	\$0.00	\$17,600,000.00
Share Ratio	100%	0%	0%	100%

14. Recipient is not subject to Agency Payment Review.

15. ACCOUNTING AND APPROPRIATION DATA
2006 NV055 411C 5856IC LV2216. DUNS No.
03038161017. CFDA No. AND TITLE
15.225 - Recreation Resource Management18. PRINCIPLE PLACE OF PERFORMANCE
Clark County, Nevada

19. PROJECT TITLE

Freedom Park Renovation - (Priority # 6-14, Project #LV22)

20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of \$17,600,000.00 was approved by the Secretary of the Interior on February 7, 2006. This project will include the renovation of this park which will include building a new outdoor aquatics/swimming area and replacing two ball fields and three soccer fields. The balance of the park area will be reconfigured to allow new amenities to be constructed, such as a walk/jog path, shade structures, dog park, public art feature, access paths, security lighting and additional parking. All will be reconfigured, expanded and reconstructed to provide the highest quality and safety standards available within the industry and allow the use of varied surface materials and topographical forms to reduce water use and lower maintenance cost.

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21. NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE

Cheri Edelman, Assistant City Engineer

22. RECIPIENT

BY _____
(Signature of Recipient's Authorized Representative)

23. DATE SIGNED

24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER

Alice Wilson, Grants and Agreements Specialist

25. UNITED STATES OF AMERICA

BY _____
(Signature of BLM's Grants Management Officer)

26. DATE SIGNED

APPROVED AS TO FORM

Thomas R. Green 4/9/07
Thomas R. Green Date

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.

B. Objective. Cooperation between the BLM and City of Las Vegas in order to facilitate the construction of the Freedom Park Renovation. This project will include the renovation of this park which will include building a new outdoor aquatics/swimming area and replacing two ball fields and three soccer fields. The balance of the park area will be reconfigured to allow new amenities to be constructed, such as a walk/jog path, shade structures, dog park, public art feature, access paths, security lighting and additional parking. All will be reconfigured, expanded and reconstructed to provide the highest quality and safety standards available within the industry and allow the use of varied surface materials and topographical forms to reduce water use and lower maintenance cost.

C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
2. Additionally, this Agreement benefits the public by developing the Freedom Park Renovation.
3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entity in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us>

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: <http://www.access.gpo.gov/uscode/index.html>.

III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
2. Adhere to the policies and procedures identified in the IA.

3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
5. Make certain necessary permits or environmental clearances are obtained.
6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified in the IA.
5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Freedom Park Renovation, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, SF 424B, Assurances – Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: <http://www.dnb.com> or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at: <http://www.ccr.gov>.

VII. Payments

A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits: (1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.

B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.

1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.

- a. City of Las Vegas Final Inspection/Acceptance Report.
- b. Contractor and, if appropriate Subcontractor, notice of completion.

2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

1. Electronic Funds Transfer Payments

a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).

b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.

2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.

b. Recipient enrollment in ASAP is accomplished in one of the two following ways:

- i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.

4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.

B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.

C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.

E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.

F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.

G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice_Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Braganza
Title	Financial Analyst
Entity	City of Las Vegas Department of Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbraganza@lasvegasnevada.gov

XI. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: <http://harvester.census.gov/sac>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text.

These terms and conditions are located at: <http://www.doi.gov/pam/TermsandConditions.html>. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

PAGE 1 OF 12 PAGES

1. AGREEMENT NO.

FAA060148

Priority #6-15; Project # LV23

2. AMENDMENT NO.

N/A

3. TYPE OF AGREEMENT (Check one)

☐ GRANT

☒ COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER
Alice Wilson, Grants and Agreements Specialist
Bureau of Land Management - Las Vegas Field Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5124 Fax: 702-515-5150
Alice_wilson@blm.gov

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE
Cheri Edelman, Assistant City Engineer
Department of Public Works
420 N. 4th Street
Las Vegas, NV 89101
Phone: 702-229-2176 Fax: 702 388-1807

6. NAME, ADDRESS & PHONE NO. OF BLM'S PROGRAM OFFICER
Jeremy Brooks, SNPLMA Project Specialist
Libby White, Assistance Representative
Bureau of Land Management - Las Vegas Field Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5136 Fax: 702-515-5010
Jeremy_Brooks@blm.gov Libby_white@blm.gov

7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR
Connie L. Diso, Project Engineer
Department of Public Works
731 S. Fourth Street
Las Vegas, NV 89101
Phone: 702-229-2142 Fax: 702-382-8551
cdiso@lasvegasnevada.gov

8. PROGRAM STATUTORY AUTHORITY
SNPLMA, as Amended P.L. 105-263

9. ACTION/OBLIGATION DATE
Same date as in Block 26

10. PROJECT STARTING DATE
Same date as in Block 26

11. PROJECT ENDING DATE
Five Years from Block No. 26

12. TYPE OF RECIPIENT (Check one)

- | | |
|--|--|
| <input type="checkbox"/> STATE | <input type="checkbox"/> STATE CONTROLLED INST. |
| <input type="checkbox"/> COUNTY | <input type="checkbox"/> OF HIGHER LEARNING |
| <input checked="" type="checkbox"/> MUNICIPAL | <input type="checkbox"/> PRIVATE UNIVERSITY |
| <input type="checkbox"/> TOWNSHIP | <input type="checkbox"/> INDIAN TRIBE |
| <input type="checkbox"/> INTERSTATE | <input type="checkbox"/> INDIVIDUAL |
| <input type="checkbox"/> INTERMUNICIPAL | <input type="checkbox"/> PROFIT ORGANIZATION |
| <input type="checkbox"/> SPECIAL DISTRICT | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> INDEPENDENT SCHOOL DISTRICT | <input type="checkbox"/> NOT FOR PROFIT ORGANIZATION |

13. FUNDING INFORMATION

	BLM	RECIPIENT	THIRD PARTY	TOTAL
This Obligation	\$28,523,000.00	\$0.00	\$0.00	\$28,523,000.00
All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00
Total Obligations	\$28,523,000.00	\$0.00	\$0.00	\$28,523,000.00
Share Ratio	100%	0%	0%	100%

14. Recipient is not subject to Agency Payment Review.

15. ACCOUNTING AND APPROPRIATION DATA
2006 NV055 411C 5856IC LV23

16. DUNS No.
030381610

17. CFDA No. AND TITLE
15.225 - Recreation Resource Management

18. PRINCIPLE PLACE OF PERFORMANCE
Clark County, Nevada

19. PROJECT TITLE

Lorenzi Park Renovation with Trailhead Addition - (Priority # 6-15, Project #LV23)

20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of \$28,523,000.00 was approved by the Secretary of the Interior on February 7, 2006. This project will renovate all aspects of the park to include, but not limited to, renovating softball fields including moving/upgrading field lighting, reconfiguring and expanding basketball courts, special events area, playground area and parking lots, refurbishing lake/irrigation reservoir, and installing security lighting. New features that will be considered are a trailhead, walk/jog path, shade structures, dog park, public art feature, access paths, and security lighting.

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21. NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE

Cheri Edelman, Assistant City Engineer

22. RECIPIENT

BY _____
(Signature of Recipient's Authorized Representative)

23. DATE SIGNED

24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER

Alice Wilson, Grants and Agreements Specialist

25. UNITED STATES OF AMERICA

BY _____
(Signature of BLM's Grants Management Officer)

26. DATE SIGNED

APPROVED AS TO FORM

Thomas R. Green 4/9/07
Thomas R. Green Date

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.

B. Objective. Cooperation between the BLM and City of Las Vegas in order to facilitate the construction of the Lorenzi Park Renovation with Trailhead Addition. This project will renovate all aspects of the park to include, but not limited to, renovating softball fields including moving/upgrading field lighting, reconfiguring and expanding basketball courts, special events area, playground area and parking lots, refurbishing lake/irrigation reservoir, and installing security lighting. New features that will be considered are a trailhead, walk/jog path, shade structures, dog park, public art feature, access paths, and security lighting.

C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
2. Additionally, this Agreement benefits the public by developing the Lorenzi Park Renovation with Trailhead Addition.
3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entity in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us>

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: <http://www.access.gpo.gov/uscode/index.html>.

III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
2. Adhere to the policies and procedures identified in the IA.

3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
5. Make certain necessary permits or environmental clearances are obtained.
6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified in the IA.
5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Lorenzi Park Renovation with Trailhead Addition, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, SF 424B, Assurances – Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: <http://www.dnb.com> or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at: <http://www.ccr.gov>.

VII. Payments

A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits: (1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.

B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.

1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.
 - a. City of Las Vegas Final Inspection/Acceptance Report.
 - b. Contractor and, if appropriate Subcontractor, notice of completion.
2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

1. Electronic Funds Transfer Payments

- a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
- b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

- c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.

2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

- a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
- b. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.

4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.

B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.

C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.

E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.

F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.

G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice_Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Braganza
Title	Financial Analyst
Entity	City of Las Vegas Department of Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbraganza@lasvegasnevada.gov

XI. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: <http://harvester.census.gov/sac>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text.

These terms and conditions are located at: <http://www.doi.gov/pam/TermsandConditions.html>. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

PAGE 1 OF 12 PAGES

1. AGREEMENT NO.

FAA060149

Priority #6-16; Project # LV24

2. AMENDMENT NO.

N/A

3. TYPE OF AGREEMENT (Check one)

☐ GRANT

☒ COOPERATIVE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5124 Fax: 702-515-5150 Alice_wilson@blm.gov	5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer Department of Public Works 420 N. 4th Street Las Vegas, NV 89101 Phone: 702-229-2176 Fax: 702 388-1807																																									
6. NAME, ADDRESS & PHONE NO. OF BLM'S PROGRAM OFFICER Jeremy Brooks, SNPLMA Project Specialist Libby White, Assistance Representative Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5136 Fax: 702-515-5010 Jeremy_Brooks@blm.gov Libby_white@blm.gov	7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR Connie L. Diso, Project Engineer Department of Public Works 731 S. Fourth Street Las Vegas, NV 89101 Phone: 702-229-2142 Fax: 702-382-8551 cdiso@lasvegasnevada.gov																																									
8. PROGRAM STATUTORY AUTHORITY SNPLMA, as Amended P.L. 105-263	9. ACTION/OBLIGATION DATE Same date as in Block 26																																									
10. PROJECT STARTING DATE Same date as in Block 26	11. PROJECT ENDING DATE Five Years from Block No. 26																																									
12. TYPE OF RECIPIENT (Check one) <table border="0"><tr><td><input type="checkbox"/> STATE</td><td><input type="checkbox"/> STATE CONTROLLED INST.</td></tr><tr><td><input type="checkbox"/> COUNTY</td><td>OF HIGHER LEARNING</td></tr><tr><td><input checked="" type="checkbox"/> MUNICIPAL</td><td><input type="checkbox"/> PRIVATE UNIVERSITY</td></tr><tr><td><input type="checkbox"/> TOWNSHIP</td><td><input type="checkbox"/> INDIAN TRIBE</td></tr><tr><td><input type="checkbox"/> INTERSTATE</td><td><input type="checkbox"/> INDIVIDUAL</td></tr><tr><td><input type="checkbox"/> INTERMUNICIPAL</td><td><input type="checkbox"/> PROFIT ORGANIZATION</td></tr><tr><td><input type="checkbox"/> SPECIAL DISTRICT</td><td><input type="checkbox"/> OTHER</td></tr><tr><td><input type="checkbox"/> INDEPENDENT SCHOOL DISTRICT</td><td><input type="checkbox"/> NOT FOR PROFIT ORGANIZATION</td></tr></table>	<input type="checkbox"/> STATE	<input type="checkbox"/> STATE CONTROLLED INST.	<input type="checkbox"/> COUNTY	OF HIGHER LEARNING	<input checked="" type="checkbox"/> MUNICIPAL	<input type="checkbox"/> PRIVATE UNIVERSITY	<input type="checkbox"/> TOWNSHIP	<input type="checkbox"/> INDIAN TRIBE	<input type="checkbox"/> INTERSTATE	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> INTERMUNICIPAL	<input type="checkbox"/> PROFIT ORGANIZATION	<input type="checkbox"/> SPECIAL DISTRICT	<input type="checkbox"/> OTHER	<input type="checkbox"/> INDEPENDENT SCHOOL DISTRICT	<input type="checkbox"/> NOT FOR PROFIT ORGANIZATION	13. FUNDING INFORMATION <table border="1"><thead><tr><th></th><th>BLM</th><th>RECIPIENT</th><th>THIRD PARTY</th><th>TOTAL</th></tr></thead><tbody><tr><td>This Obligation</td><td>\$2,640,000.00</td><td>\$0.00</td><td>\$0.00</td><td>\$2,640,000.00</td></tr><tr><td>All Previous Obligations</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td></tr><tr><td>Total Obligations</td><td>\$2,640,000.00</td><td>\$0.00</td><td>\$0.00</td><td>\$2,640,000.00</td></tr><tr><td>Share Ratio</td><td>100%</td><td>0%</td><td>0%</td><td>100%</td></tr></tbody></table>		BLM	RECIPIENT	THIRD PARTY	TOTAL	This Obligation	\$2,640,000.00	\$0.00	\$0.00	\$2,640,000.00	All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00	Total Obligations	\$2,640,000.00	\$0.00	\$0.00	\$2,640,000.00	Share Ratio	100%	0%	0%	100%
<input type="checkbox"/> STATE	<input type="checkbox"/> STATE CONTROLLED INST.																																									
<input type="checkbox"/> COUNTY	OF HIGHER LEARNING																																									
<input checked="" type="checkbox"/> MUNICIPAL	<input type="checkbox"/> PRIVATE UNIVERSITY																																									
<input type="checkbox"/> TOWNSHIP	<input type="checkbox"/> INDIAN TRIBE																																									
<input type="checkbox"/> INTERSTATE	<input type="checkbox"/> INDIVIDUAL																																									
<input type="checkbox"/> INTERMUNICIPAL	<input type="checkbox"/> PROFIT ORGANIZATION																																									
<input type="checkbox"/> SPECIAL DISTRICT	<input type="checkbox"/> OTHER																																									
<input type="checkbox"/> INDEPENDENT SCHOOL DISTRICT	<input type="checkbox"/> NOT FOR PROFIT ORGANIZATION																																									
	BLM	RECIPIENT	THIRD PARTY	TOTAL																																						
This Obligation	\$2,640,000.00	\$0.00	\$0.00	\$2,640,000.00																																						
All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00																																						
Total Obligations	\$2,640,000.00	\$0.00	\$0.00	\$2,640,000.00																																						
Share Ratio	100%	0%	0%	100%																																						
14. Recipient is not subject to Agency Payment Review.																																										

15. ACCOUNTING AND APPROPRIATION DATA
2006 NV055 411C 58561C LV24

16. DUNS No.
030381610

17. CFDA No. AND TITLE
15.225 - Recreation Resource Management

18. PRINCIPLE PLACE OF PERFORMANCE
Clark County, Nevada

19. PROJECT TITLE
Sandhill-Owens Park & Trailhead - Private Land - (Priority # 6-16, Project #LV24)


20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of \$2,640,000.00 was approved by the Secretary of the Interior on February 7, 2006. This project will provide approximately 4.91 acres of neighborhood park and trailhead facilities on a parcel of land nominated for acquisition in Round 6. The park portion includes lighted walking paths, children's play equipment, dog park, picnic facilities, play area, drinking fountains and shade structures. The trailhead includes landscaping and seating areas integrated into the park setting, information kiosks with trail maps, parking and staging areas for cyclists, runners, and other trail users.

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21. NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer		24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist	
22. RECIPIENT BY _____ (Signature of Recipient's Authorized Representative)	23. DATE SIGNED	25. UNITED STATES OF AMERICA BY _____ (Signature of BLM's Grants Management Officer)	26. DATE SIGNED

APPROVED AS TO FORM


Thomas R. Green Date 4/9/07

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.

B. Objective. Cooperation between the BLM and City of Las Vegas in order to facilitate the construction of the Sandhill-Owens Park & Trailhead - Private Land. This project will provide approximately 4.91 acres of neighborhood park and trailhead facilities on a parcel of land nominated for acquisition in Round 6. The park portion includes lighted walking paths, children's play equipment, dog park, picnic facilities, play area, drinking fountains and shade structures. The trailhead includes landscaping and seating areas integrated into the park setting, information kiosks with trail maps, parking and staging areas for cyclists, runners, and other trail users.

C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
2. Additionally, this Agreement benefits the public by developing the Sandhill-Owens Park & Trailhead - Private Land.
3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entity in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us>

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: <http://www.access.gpo.gov/uscode/index.html>.

III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
2. Adhere to the policies and procedures identified in the IA.

3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
5. Make certain necessary permits or environmental clearances are obtained.
6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified in the IA.
5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Sandhill-Owens Park & Trailhead - Private Land, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, SF 424B, Assurances – Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: <http://www.dnb.com> or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at: <http://www.ccr.gov>.

VII. Payments

A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits: (1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.

B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.

1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.
 - a. City of Las Vegas Final Inspection/Acceptance Report.
 - b. Contractor and, if appropriate Subcontractor, notice of completion.
2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

1. Electronic Funds Transfer Payments

- a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
- b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

- c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.

2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

- a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
- b. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.

4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.

B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.

C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.

E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.

F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.

G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice_Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Braganza
Title	Financial Analyst
Entity	City of Las Vegas Department of Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbraganza@lasvegasnevada.gov

XI. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: <http://harvester.census.gov/sac>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text.

These terms and conditions are located at: <http://www.doi.gov/pam/TermsandConditions.html>. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

PAGE 1 OF 12 PAGES

1. AGREEMENT NO.

FAA060151

Priority #6-18; Project # LV25

2. AMENDMENT NO.

N/A

3. TYPE OF AGREEMENT (Check one)

☐ GRANT

☒ COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER
Alice Wilson, Grants and Agreements Specialist
Bureau of Land Management - Las Vegas Field Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5124 Fax: 702-515-5150
Alice_wilson@blm.gov

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE
Cheri Edelman, Assistant City Engineer
Department of Public Works
420 N. 4th Street
Las Vegas, NV 89101
Phone: 702-229-2176 Fax: 702 388-1807

6. NAME, ADDRESS & PHONE NO. OF BLM'S PROGRAM OFFICER
Jeremy Brooks, SNPLMA Project Specialist
Libby White, Assistance Representative
Bureau of Land Management - Las Vegas Field Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5136 Fax: 702-515-5010
Jeremy_Brooks@blm.gov Libby_white@blm.gov

7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR
Connie L. Diso, Project Engineer
Department of Public Works
731 S. Fourth Street
Las Vegas, NV 89101
Phone: 702-229-2142 Fax: 702-382-8551
cdiso@lasvegasnevada.gov

8. PROGRAM STATUTORY AUTHORITY
SNPLMA, as Amended P.L. 105-263

9. ACTION/OBLIGATION DATE
Same date as in Block 26

10. PROJECT STARTING DATE
Same date as in Block 26

11. PROJECT ENDING DATE
Five Years from Block No. 26

12. TYPE OF RECIPIENT (Check one)

- | | |
|--|--|
| <input type="checkbox"/> STATE | <input type="checkbox"/> STATE CONTROLLED INST. |
| <input type="checkbox"/> COUNTY | OF HIGHER LEARNING |
| <input checked="" type="checkbox"/> MUNICIPAL | <input type="checkbox"/> PRIVATE UNIVERSITY |
| <input type="checkbox"/> TOWNSHIP | <input type="checkbox"/> INDIAN TRIBE |
| <input type="checkbox"/> INTERSTATE | <input type="checkbox"/> INDIVIDUAL |
| <input type="checkbox"/> INTERMUNICIPAL | <input type="checkbox"/> PROFIT ORGANIZATION |
| <input type="checkbox"/> SPECIAL DISTRICT | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> INDEPENDENT SCHOOL DISTRICT | <input type="checkbox"/> NOT FOR PROFIT ORGANIZATION |

13. FUNDING INFORMATION

	BLM	RECIPIENT	THIRD PARTY	TOTAL
This Obligation	\$3,300,000.00	\$0.00	\$0.00	\$3,300,000.00
All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00
Total Obligations	\$3,300,000.00	\$0.00	\$0.00	\$3,300,000.00
Share Ratio	100%	0%	0%	100%

14. Recipient is not subject to Agency Payment Review.

15. ACCOUNTING AND APPROPRIATION DATA
2006 NV055 411C 58561C LV25

16. DUNS No.
030381610

17. CFDA No. AND TITLE
15.225 - Recreation Resource Management

18. PRINCIPLE PLACE OF PERFORMANCE
Clark County, Nevada

19. PROJECT TITLE

Las Vegas Wash Trail - Pedestrian Safety Crossing Bridges - (Priority # 6-18, Project #LV25)

20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of \$3,300,000.00 was approved by the Secretary of the Interior on February 7, 2006. This project includes construction of pedestrian overpasses to allow for the uninterrupted flow of pedestrian and bicycle movement along the Las Vegas Wash recreational trail separate from vehicle traffic. Two pedestrian bridges are proposed for the existing Las Vegas Wash Trail to cross Lamb Boulevard and Charleston Boulevard. The Las Vegas Wash Trail is an existing project currently funded through SNPLMA from Round 3.

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21. NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE

Cheri Edelman, Assistant City Engineer

22. RECIPIENT

BY _____
(Signature of Recipient's Authorized Representative)

23. DATE SIGNED

24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER

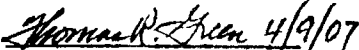
Alice Wilson, Grants and Agreements Specialist

25. UNITED STATES OF AMERICA

26. DATE SIGNED

BY _____
(Signature of BLM's Grants Management Officer)

APPROVED AS TO FORM


Thomas R. Green Date

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.

B. Objective. Cooperation between the BLM and City of Las Vegas in order to facilitate the construction of the Las Vegas Wash Trail - Pedestrian Safety Crossing Bridges. This project includes construction of pedestrian overpasses to allow for the uninterrupted flow of pedestrian and bicycle movement along the Las Vegas Wash recreational trail separate from vehicle traffic. Two pedestrian bridges are proposed for the existing Las Vegas Wash Trail to cross Lamb Boulevard and Charleston Boulevard. The Las Vegas Wash Trail is an existing project currently funded through SNPLMA from Round 3.

C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
2. Additionally, this Agreement benefits the public by developing the Las Vegas Wash Trail - Pedestrian Safety Crossing Bridges.
3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entity in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us>

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: <http://www.access.gpo.gov/uscode/index.html>.

III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
2. Adhere to the policies and procedures identified in the IA.

3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
5. Make certain necessary permits or environmental clearances are obtained.
6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified in the IA.
5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Las Vegas Wash Trail - Pedestrian Safety Crossing Bridges, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, SF 424B, Assurances – Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at:
<http://www.dnb.com> or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at:
<http://www.ccr.gov>.

VII. Payments

A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits: (1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.

B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.

1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.
 - a. City of Las Vegas Final Inspection/Acceptance Report.
 - b. Contractor and, if appropriate Subcontractor, notice of completion.
2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

1. Electronic Funds Transfer Payments

- a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
- b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

- c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.

2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

- a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
- b. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.

4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.

B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.

C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.

E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.

F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.

G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be ‘key officials’; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient’s Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice_Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Braganza
Title	Financial Analyst
Entity	City of Las Vegas Department of Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbraganza@lasvegasnevada.gov

XI. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: <http://harvester.census.gov/sac>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text.

These terms and conditions are located at: <http://www.doi.gov/pam/TermsandConditions.html>. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

PAGE 1 OF 12 PAGES

1. AGREEMENT NO.

FAA060152

Priority #6-19; Project # LV26

2. AMENDMENT NO.

N/A

3. TYPE OF AGREEMENT (Check one)

☐ GRANT

☒ COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER

Alice Wilson, Grants and Agreements Specialist
Bureau of Land Management - Las Vegas Field Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5124 Fax: 702-515-5150
Alice_wilson@blm.gov

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE

Cheri Edelman, Assistant City Engineer
Department of Public Works
420 N. 4th Street
Las Vegas, NV 89101
Phone: 702-229-2176 Fax: 702 388-1807

6. NAME, ADDRESS & PHONE NO. OF BLM'S PROGRAM OFFICER

Jeremy Brooks, SNPLMA Project Specialist
Libby White, Assistance Representative
Bureau of Land Management - Las Vegas Field Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301
Phone: 702-515-5136 Fax: 702-515-5010
Jeremy_Brooks@blm.gov Libby_white@blm.gov

7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR

Connie L. Diso, Project Engineer
Department of Public Works
731 S. Fourth Street
Las Vegas, NV 89101
Phone: 702-229-2142 Fax: 702-382-8551
cdiso@lasvegasnevada.gov

8. PROGRAM STATUTORY AUTHORITY
SNPLMA, as Amended P.L. 105-263

9. ACTION/OBLIGATION DATE
Same date as in Block 26

10. PROJECT STARTING DATE
Same date as in Block 26

11. PROJECT ENDING DATE
Five Years from Block No. 26

12. TYPE OF RECIPIENT (Check one)

- | | |
|--|--|
| <input type="checkbox"/> STATE | <input type="checkbox"/> STATE CONTROLLED INST. |
| <input type="checkbox"/> COUNTY | OF HIGHER LEARNING |
| <input checked="" type="checkbox"/> MUNICIPAL | <input type="checkbox"/> PRIVATE UNIVERSITY |
| <input type="checkbox"/> TOWNSHIP | <input type="checkbox"/> INDIAN TRIBE |
| <input type="checkbox"/> INTERSTATE | <input type="checkbox"/> INDIVIDUAL |
| <input type="checkbox"/> INTERMUNICIPAL | <input type="checkbox"/> PROFIT ORGANIZATION |
| <input type="checkbox"/> SPECIAL DISTRICT | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> INDEPENDENT SCHOOL DISTRICT | <input type="checkbox"/> NOT FOR PROFIT ORGANIZATION |

13. FUNDING INFORMATION

	BLM	RECIPIENT	THIRD PARTY	TOTAL
This Obligation	\$2,068,000.00	\$0.00	\$0.00	\$2,068,000.00
All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00
Total Obligations	\$2,068,000.00	\$0.00	\$0.00	\$2,068,000.00
Share Ratio	100%	0%	0%	100%

14. Recipient is not subject to Agency Payment Review.

15. ACCOUNTING AND APPROPRIATION DATA
2006 NV055 411C 5856IC LV26

16. DUNS No.
030381610

17. CFDA No. AND TITLE
15.225 - Recreation Resource Management

18. PRINCIPLE PLACE OF PERFORMANCE
Clark County, Nevada

19. PROJECT TITLE

Sandhill-Owens Park & Trailhead - City Owned Land - (Priority # 6-19, Project #LV26)

20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of \$2,068,000.00 was approved by the Secretary of the Interior on February 7, 2006. This project will provide approximately 4.06 acres of neighborhood park and trailhead facilities on a parcel owned by the City, adjacent to a parcel of private land nominated for acquisition in Round 6. The park portion includes lighted walking paths, children's play equipment, dog park, picnic facilities, play area, drinking fountains and shade structures. The trailhead includes landscaping and seating areas integrated into the park setting, information kiosks with trail maps, parking and staging areas for cyclists, runners, and other trail users.

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21. NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE

Cheri Edelman, Assistant City Engineer

22. RECIPIENT

BY _____
(Signature of Recipient's Authorized Representative)

23. DATE SIGNED

24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER

Alice Wilson, Grants and Agreements Specialist

25. UNITED STATES OF AMERICA

BY _____
(Signature of BLM's Grants Management Officer)

26. DATE SIGNED

APPROVED AS TO FORM

Thomas R. Green 4/9/07
Thomas R. Green Date

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.

B. Objective. Cooperation between the BLM and City of Las Vegas in order to facilitate the construction of the Sandhill-Owens Park & Trailhead - City Owned Land. This project will provide approximately 4.06 acres of neighborhood park and trailhead facilities on a parcel owned by the City, adjacent to a parcel of private land nominated for acquisition in Round 6. The park portion includes lighted walking paths, children's play equipment, dog park, picnic facilities, play area, drinking fountains and shade structures. The trailhead includes landscaping and seating areas integrated into the park setting, information kiosks with trail maps, parking and staging areas for cyclists, runners, and other trail users.

C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
2. Additionally, this Agreement benefits the public by developing the Sandhill-Owens Park & Trailhead - City Owned Land.
3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entity in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us>

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: <http://www.access.gpo.gov/uscode/index.html>.

III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
2. Adhere to the policies and procedures identified in the IA.

3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
5. Make certain necessary permits or environmental clearances are obtained.
6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified in the IA.
5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Sandhill-Owens Park & Trailhead - City Owned Land, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, SF 424B, Assurances – Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended

within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: <http://www.dnb.com> or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at: <http://www.ccr.gov>.

VII. Payments

A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits: (1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.

B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.

1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair

market value” including the source or method for determining the value and make appropriate deductions if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.

- a. City of Las Vegas Final Inspection/Acceptance Report.
- b. Contractor and, if appropriate Subcontractor, notice of completion.

2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

1. Electronic Funds Transfer Payments

- a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
- b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

- c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.

2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

- a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
- b. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.

4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.

B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.

C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.

E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.

F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.

G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be ‘key officials’; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient’s Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice_Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Braganza
Title	Financial Analyst
Entity	City of Las Vegas Department of Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbraganza@lasvegasnevada.gov

XI. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: <http://harvester.census.gov/sac>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text.

These terms and conditions are located at: <http://www.doi.gov/pam/TermsandConditions.html>. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipient's liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

PAGE 1 OF 13 PAGES

1. AGREEMENT NO. FAA060153 Priority #6-20; Project # LV27
2. AMENDMENT NO. N/A
3. TYPE OF AGREEMENT (Check one) <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5124 Fax: 702-515-5150 Alice_wilson@blm.gov		5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer Department of Public Works 420 N. 4th Street Las Vegas, NV 89101 Phone: 702-229-2176 Fax: 702 388-1807																																										
6. NAME, ADDRESS & PHONE NO. OF BLM'S PROGRAM OFFICER Jeremy Brooks, SNPLMA Project Specialist Libby White, Assistance Representative Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5136 Fax: 702-515-5010 Jeremy_Brooks@blm.gov Libby_white@blm.gov		7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR Connie L. Diso, Project Engineer Department of Public Works 731 S. Fourth Street Las Vegas, NV 89101 Phone: 702-229-2142 Fax: 702-382-8551 cdiso@lasvegasnevada.gov																																										
8. PROGRAM STATUTORY AUTHORITY SNPLMA, as Amended P.L. 105-263		9. ACTION/OBLIGATION DATE Same date as in Block 26																																										
10. PROJECT STARTING DATE Same date as in Block 26		11. PROJECT ENDING DATE Five Years from Block No. 26																																										
12. TYPE OF RECIPIENT (Check one) <table border="0"><tr><td><input type="checkbox"/> STATE</td><td><input type="checkbox"/> STATE CONTROLLED INST.</td></tr><tr><td><input type="checkbox"/> COUNTY</td><td>OF HIGHER LEARNING</td></tr><tr><td><input checked="" type="checkbox"/> MUNICIPAL</td><td><input type="checkbox"/> PRIVATE UNIVERSITY</td></tr><tr><td><input type="checkbox"/> TOWNSHIP</td><td><input type="checkbox"/> INDIAN TRIBE</td></tr><tr><td><input type="checkbox"/> INTERSTATE</td><td><input type="checkbox"/> INDIVIDUAL</td></tr><tr><td><input type="checkbox"/> INTERMUNICIPAL</td><td><input type="checkbox"/> PROFIT ORGANIZATION</td></tr><tr><td><input type="checkbox"/> SPECIAL DISTRICT</td><td><input type="checkbox"/> OTHER</td></tr><tr><td><input type="checkbox"/> INDEPENDENT SCHOOL DISTRICT</td><td><input type="checkbox"/> NOT FOR PROFIT ORGANIZATION</td></tr></table>		<input type="checkbox"/> STATE	<input type="checkbox"/> STATE CONTROLLED INST.	<input type="checkbox"/> COUNTY	OF HIGHER LEARNING	<input checked="" type="checkbox"/> MUNICIPAL	<input type="checkbox"/> PRIVATE UNIVERSITY	<input type="checkbox"/> TOWNSHIP	<input type="checkbox"/> INDIAN TRIBE	<input type="checkbox"/> INTERSTATE	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> INTERMUNICIPAL	<input type="checkbox"/> PROFIT ORGANIZATION	<input type="checkbox"/> SPECIAL DISTRICT	<input type="checkbox"/> OTHER	<input type="checkbox"/> INDEPENDENT SCHOOL DISTRICT	<input type="checkbox"/> NOT FOR PROFIT ORGANIZATION	13. FUNDING INFORMATION <table border="1"><thead><tr><th></th><th>BLM</th><th>RECIPIENT</th><th>THIRD PARTY</th><th>TOTAL</th></tr></thead><tbody><tr><td>This Obligation</td><td>\$10,087,000.00</td><td>\$0.00</td><td>\$0.00</td><td>\$10,087,000.00</td></tr><tr><td>All Previous Obligations</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td></tr><tr><td>Total Obligations</td><td>\$10,087,000.00</td><td>\$0.00</td><td>\$0.00</td><td>\$10,087,000.00</td></tr><tr><td>Share Ratio</td><td>100%</td><td>0%</td><td>0%</td><td>100%</td></tr></tbody></table>			BLM	RECIPIENT	THIRD PARTY	TOTAL	This Obligation	\$10,087,000.00	\$0.00	\$0.00	\$10,087,000.00	All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00	Total Obligations	\$10,087,000.00	\$0.00	\$0.00	\$10,087,000.00	Share Ratio	100%	0%	0%	100%
<input type="checkbox"/> STATE	<input type="checkbox"/> STATE CONTROLLED INST.																																											
<input type="checkbox"/> COUNTY	OF HIGHER LEARNING																																											
<input checked="" type="checkbox"/> MUNICIPAL	<input type="checkbox"/> PRIVATE UNIVERSITY																																											
<input type="checkbox"/> TOWNSHIP	<input type="checkbox"/> INDIAN TRIBE																																											
<input type="checkbox"/> INTERSTATE	<input type="checkbox"/> INDIVIDUAL																																											
<input type="checkbox"/> INTERMUNICIPAL	<input type="checkbox"/> PROFIT ORGANIZATION																																											
<input type="checkbox"/> SPECIAL DISTRICT	<input type="checkbox"/> OTHER																																											
<input type="checkbox"/> INDEPENDENT SCHOOL DISTRICT	<input type="checkbox"/> NOT FOR PROFIT ORGANIZATION																																											
	BLM	RECIPIENT	THIRD PARTY	TOTAL																																								
This Obligation	\$10,087,000.00	\$0.00	\$0.00	\$10,087,000.00																																								
All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00																																								
Total Obligations	\$10,087,000.00	\$0.00	\$0.00	\$10,087,000.00																																								
Share Ratio	100%	0%	0%	100%																																								
14. Recipient is not subject to Agency Payment Review.																																												
15. ACCOUNTING AND APPROPRIATION DATA 2006 NV055 411C 58561C LV27																																												
16. DUNS No. 030381610		17. CFDA No. AND TITLE 15.225 -- Recreation Resource Management																																										
18. PRINCIPLE PLACE OF PERFORMANCE Clark County, Nevada																																												

19. PROJECT TITLE

Jaycee Park Renovation - (Priority # 6-20, Project #LV27)

20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of \$10,087,000.00 was approved by the Secretary of the Interior on February 7, 2006. The project includes renovation of Jaycee Park, which will include the removal of one baseball field and reconfiguring of the existing soccer field and softball field to allow both venues to be used simultaneously, relocating and expanding the parking lot and dog park, reconfiguring the walk/jog path, bocce and shuffleboard courts, upgrading playground equipment and decking, and installing drought tolerant landscaping. The special events area will be reconfigured to allow new amenities to be constructed, such as shade structures, public art feature, access paths, and security lighting. All will be reconfigured, expanded, and reconstructed to provide the highest quality and safety standards available within the industry and allow the use of varied surface materials and topographical forms to reduce water use and lower maintenance costs.

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21. NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer		24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist	
22. RECIPIENT BY _____	23. DATE SIGNED _____	25. UNITED STATES OF AMERICA BY _____	26. DATE SIGNED _____

APPROVED AS TO FORM

Thomas D. Hester

<i>(Signature of Recipient's Authorized Representative)</i>		<i>(Signature of BLM's Grants Management Officer)</i>	
---	--	---	--

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.

B. Objective. Cooperation between the BLM and City of Las Vegas in order to facilitate the construction of the Jaycee Park Renovation. The project includes renovation of Jaycee Park, which will include the removal of one baseball field and reconfiguring of the existing soccer field and softball field to allow both venues to be used simultaneously, relocating and expanding the parking lot and dog park, reconfiguring the walk/jog path, bocce and shuffleboard courts, upgrading playground equipment and decking, and installing drought tolerant landscaping. The special events area will be reconfigured to allow new amenities to be constructed, such as shade structures, public art feature, access paths, and security lighting. All will be reconfigured, expanded, and reconstructed to provide the highest quality and safety standards available within the industry and allow the use of varied surface materials and topographical forms to reduce water use and lower maintenance costs.

C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
2. Additionally, this Agreement benefits the public by developing the Jaycee Park Renovation.
3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entity in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements

for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us>

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: <http://www.access.gpo.gov/uscode/index.html>.

III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.

2. Adhere to the policies and procedures identified in the IA.
3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
5. Make certain necessary permits or environmental clearances are obtained.
6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified in the IA.
5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Jaycee Park Renovation, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, SF 424B, Assurances – Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: <http://www.dnb.com> or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at: <http://www.ccr.gov>.

VII. Payments

A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits: (1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.

B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.

1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving

over leasing. In the case of purchased equipment, the final reimbursement should certify the “per unit fair market value” including the source or method for determining the value and make appropriate deductions if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.

- a. City of Las Vegas Final Inspection/Acceptance Report.
- b. Contractor and, if appropriate Subcontractor, notice of completion.

2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

1. Electronic Funds Transfer Payments

- a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
- b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

- c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.

2. A. Financial Management Service’s (FMS), Automated Standard Application for Payment (ASAP) System.

- a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
- b. Recipient enrollment in ASAP is accomplished in one of the two following ways:

i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.

4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.

B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.

C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement

documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.

E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.

F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.

G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice_Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Branganza
Title	Financial Analyst
Entity	City of Las Vegas Department of Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbranganza@lasvegasnevada.gov

XI. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: <http://harvester.census.gov/sac>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text.

These terms and conditions are located at: <http://www.doi.gov/pam/TermsandConditions.html>. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

PAGE 1 OF 12 PAGES

1. AGREEMENT NO.

FAA060154

Priority #6-21; Project # LV28

2. AMENDMENT NO.

N/A

3. TYPE OF AGREEMENT (Check one)

☐ GRANT

☒ COOPERATIVE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5124 Fax: 702-515-5150 Alice_wilson@blm.gov		5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer Department of Public Works 420 N. 4th Street Las Vegas, NV 89101 Phone: 702-229-2176 Fax: 702 388-1807																																										
6. NAME, ADDRESS & PHONE NO. OF BLM'S PROGRAM OFFICER Jeremy Brooks, SNPLMA Project Specialist Libby White, Assistance Representative Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5136 Fax: 702-515-5010 Jeremy_Brooks@blm.gov Libby_white@blm.gov		7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR Connie L. Diso, Project Engineer Department of Public Works 731 S. Fourth Street Las Vegas, NV 89101 Phone: 702-229-2142 Fax: 702-382-8551 cdiso@lasvegasnevada.gov																																										
8. PROGRAM STATUTORY AUTHORITY SNPLMA, as Amended P.L. 105-263		9. ACTION/OBLIGATION DATE Same date as in Block 26																																										
10. PROJECT STARTING DATE Same date as in Block 26		11. PROJECT ENDING DATE Five Years from Block No. 26																																										
12. TYPE OF RECIPIENT (Check one) <table border="0"><tr><td><input type="checkbox"/> STATE</td><td><input type="checkbox"/> STATE CONTROLLED INST.</td></tr><tr><td><input type="checkbox"/> COUNTY</td><td>OF HIGHER LEARNING</td></tr><tr><td><input checked="" type="checkbox"/> MUNICIPAL</td><td><input type="checkbox"/> PRIVATE UNIVERSITY</td></tr><tr><td><input type="checkbox"/> TOWNSHIP</td><td><input type="checkbox"/> INDIAN TRIBE</td></tr><tr><td><input type="checkbox"/> INTERSTATE</td><td><input type="checkbox"/> INDIVIDUAL</td></tr><tr><td><input type="checkbox"/> INTERMUNICIPAL</td><td><input type="checkbox"/> PROFIT ORGANIZATION</td></tr><tr><td><input type="checkbox"/> SPECIAL DISTRICT</td><td><input type="checkbox"/> OTHER</td></tr><tr><td><input type="checkbox"/> INDEPENDENT SCHOOL DISTRICT</td><td><input type="checkbox"/> NOT FOR PROFIT ORGANIZATION</td></tr></table>		<input type="checkbox"/> STATE	<input type="checkbox"/> STATE CONTROLLED INST.	<input type="checkbox"/> COUNTY	OF HIGHER LEARNING	<input checked="" type="checkbox"/> MUNICIPAL	<input type="checkbox"/> PRIVATE UNIVERSITY	<input type="checkbox"/> TOWNSHIP	<input type="checkbox"/> INDIAN TRIBE	<input type="checkbox"/> INTERSTATE	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> INTERMUNICIPAL	<input type="checkbox"/> PROFIT ORGANIZATION	<input type="checkbox"/> SPECIAL DISTRICT	<input type="checkbox"/> OTHER	<input type="checkbox"/> INDEPENDENT SCHOOL DISTRICT	<input type="checkbox"/> NOT FOR PROFIT ORGANIZATION	13. FUNDING INFORMATION <table border="1"><thead><tr><th></th><th>BLM</th><th>RECIPIENT</th><th>THIRD PARTY</th><th>TOTAL</th></tr></thead><tbody><tr><td>This Obligation</td><td>\$3,300,000.00</td><td>\$0.00</td><td>\$0.00</td><td>\$3,300,000.00</td></tr><tr><td>All Previous Obligations</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td></tr><tr><td>Total Obligations</td><td>\$3,300,000.00</td><td>\$0.00</td><td>\$0.00</td><td>\$3,300,000.00</td></tr><tr><td>Share Ratio</td><td>100%</td><td>0%</td><td>0%</td><td>100%</td></tr></tbody></table>			BLM	RECIPIENT	THIRD PARTY	TOTAL	This Obligation	\$3,300,000.00	\$0.00	\$0.00	\$3,300,000.00	All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00	Total Obligations	\$3,300,000.00	\$0.00	\$0.00	\$3,300,000.00	Share Ratio	100%	0%	0%	100%
<input type="checkbox"/> STATE	<input type="checkbox"/> STATE CONTROLLED INST.																																											
<input type="checkbox"/> COUNTY	OF HIGHER LEARNING																																											
<input checked="" type="checkbox"/> MUNICIPAL	<input type="checkbox"/> PRIVATE UNIVERSITY																																											
<input type="checkbox"/> TOWNSHIP	<input type="checkbox"/> INDIAN TRIBE																																											
<input type="checkbox"/> INTERSTATE	<input type="checkbox"/> INDIVIDUAL																																											
<input type="checkbox"/> INTERMUNICIPAL	<input type="checkbox"/> PROFIT ORGANIZATION																																											
<input type="checkbox"/> SPECIAL DISTRICT	<input type="checkbox"/> OTHER																																											
<input type="checkbox"/> INDEPENDENT SCHOOL DISTRICT	<input type="checkbox"/> NOT FOR PROFIT ORGANIZATION																																											
	BLM	RECIPIENT	THIRD PARTY	TOTAL																																								
This Obligation	\$3,300,000.00	\$0.00	\$0.00	\$3,300,000.00																																								
All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00																																								
Total Obligations	\$3,300,000.00	\$0.00	\$0.00	\$3,300,000.00																																								
Share Ratio	100%	0%	0%	100%																																								
14. Recipient is not subject to Agency Payment Review.																																												
15. ACCOUNTING AND APPROPRIATION DATA 2006 NV055 411C 58561C LV28																																												
16. DUNS No. 030381610		17. CFDA No. AND TITLE 15.225 - Recreation Resource Management																																										
18. PRINCIPLE PLACE OF PERFORMANCE Clark County, Nevada																																												

19. PROJECT TITLE

Lone Mtn Trail - Pedestrian Safety Crossing Bridges - (Priority # 6-21, Project #LV28)

20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of \$3,300,000.00 was approved by the Secretary of the Interior on February 7, 2006. This project includes construction of pedestrian overpasses to allow for the uninterrupted flow of pedestrian and bicycle movement along the Lone Mountain recreational trail separate from vehicle traffic. Two pedestrian bridges are proposed for the existing Lone Mountain Trail to cross Cheyenne Avenue and Lake Mead Boulevard. The Lone Mountain Trail is an existing project currently funded through SNPLMA from Round 3.

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21. NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer		24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist	
22. RECIPIENT BY _____ (Signature of Recipient's Authorized Representative)	23. DATE SIGNED	25. UNITED STATES OF AMERICA BY _____ (Signature of BLM's Grants Management Officer)	26. DATE SIGNED

APPROVED AS TO FORM

Thomas R. Green 4/9/07
Thomas R. Green Date

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.

B. Objective. Cooperation between the BLM and City of Las Vegas in order to facilitate the construction of the Lone Mtn Trail - Pedestrian Safety Crossing Bridges. This project includes construction of pedestrian overpasses to allow for the uninterrupted flow of pedestrian and bicycle movement along the Lone Mountain recreational trail separate from vehicle traffic. Two pedestrian bridges are proposed for the existing Lone Mountain Trail to cross Cheyenne Avenue and Lake Mead Boulevard. The Lone Mountain Trail is an existing project currently funded through SNPLMA from Round 3.

C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
2. Additionally, this Agreement benefits the public by developing the Lone Mtn Trail - Pedestrian Safety Crossing Bridges.
3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entity in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us>

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: <http://www.access.gpo.gov/uscode/index.html>.

III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
2. Adhere to the policies and procedures identified in the IA.

3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
5. Make certain necessary permits or environmental clearances are obtained.
6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified in the IA.
5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Lone Mtn Trail - Pedestrian Safety Crossing Bridges, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, SF 424B, Assurances – Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: <http://www.dnb.com> or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at: <http://www.ccr.gov>.

VII. Payments

A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits: (1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.

B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.

1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.
 - a. City of Las Vegas Final Inspection/Acceptance Report.
 - b. Contractor and, if appropriate Subcontractor, notice of completion.
2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

1. Electronic Funds Transfer Payments

- a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
- b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

- c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.

2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

- a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
- b. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.

4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.

B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.

C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.

E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.

F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.

G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice_Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Braganza
Title	Financial Analyst
Entity	City of Las Vegas Department of Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbraganza@lasvegasnevada.gov

XI. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: <http://harvester.census.gov/sac>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text.

These terms and conditions are located at: <http://www.doi.gov/pam/TermsandConditions.html>. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

PAGE 1 OF 12 PAGES

1. AGREEMENT NO.

FAA060169

Priority #6-36; Project # LV29

2. AMENDMENT NO.

N/A

3. TYPE OF AGREEMENT (Check one)

☐ GRANT

☒ COOPERATIVE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5124 Fax: 702-515-5150 Alice_wilson@blm.gov		5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer Department of Public Works 420 N. 4th Street Las Vegas, NV 89101 Phone: 702-229-2176 Fax: 702 388-1807																																										
6. NAME, ADDRESS & PHONE NO. OF BLM'S PROGRAM OFFICER Jeremy Brooks, SNPLMA Project Specialist Libby White, Assistance Representative Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5136 Fax: 702-515-5010 Jeremy_Brooks@blm.gov Libby_white@blm.gov		7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR Connie L. Diso, Project Engineer Department of Public Works 731 S. Fourth Street Las Vegas, NV 89101 Phone: 702-229-2142 Fax: 702-382-8551 cdiso@lasvegasnevada.gov																																										
8. PROGRAM STATUTORY AUTHORITY SNPLMA, as Amended P.L. 105-263		9. ACTION/OBLIGATION DATE Same date as in Block 26																																										
10. PROJECT STARTING DATE Same date as in Block 26		11. PROJECT ENDING DATE Five Years from Block No. 26																																										
12. TYPE OF RECIPIENT (Check one) <table border="0"><tr><td><input type="checkbox"/> STATE</td><td><input type="checkbox"/> STATE CONTROLLED INST.</td></tr><tr><td><input type="checkbox"/> COUNTY</td><td>OF HIGHER LEARNING</td></tr><tr><td><input checked="" type="checkbox"/> MUNICIPAL</td><td><input type="checkbox"/> PRIVATE UNIVERSITY</td></tr><tr><td><input type="checkbox"/> TOWNSHIP</td><td><input type="checkbox"/> INDIAN TRIBE</td></tr><tr><td><input type="checkbox"/> INTERSTATE</td><td><input type="checkbox"/> INDIVIDUAL</td></tr><tr><td><input type="checkbox"/> INTERMUNICIPAL</td><td><input type="checkbox"/> PROFIT ORGANIZATION</td></tr><tr><td><input type="checkbox"/> SPECIAL DISTRICT</td><td><input type="checkbox"/> OTHER</td></tr><tr><td><input type="checkbox"/> INDEPENDENT SCHOOL DISTRICT</td><td><input type="checkbox"/> NOT FOR PROFIT ORGANIZATION</td></tr></table>		<input type="checkbox"/> STATE	<input type="checkbox"/> STATE CONTROLLED INST.	<input type="checkbox"/> COUNTY	OF HIGHER LEARNING	<input checked="" type="checkbox"/> MUNICIPAL	<input type="checkbox"/> PRIVATE UNIVERSITY	<input type="checkbox"/> TOWNSHIP	<input type="checkbox"/> INDIAN TRIBE	<input type="checkbox"/> INTERSTATE	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> INTERMUNICIPAL	<input type="checkbox"/> PROFIT ORGANIZATION	<input type="checkbox"/> SPECIAL DISTRICT	<input type="checkbox"/> OTHER	<input type="checkbox"/> INDEPENDENT SCHOOL DISTRICT	<input type="checkbox"/> NOT FOR PROFIT ORGANIZATION	13. FUNDING INFORMATION <table border="1"><thead><tr><th></th><th>BLM</th><th>RECIPIENT</th><th>THIRD PARTY</th><th>TOTAL</th></tr></thead><tbody><tr><td>This Obligation</td><td>\$3,773,000.00</td><td>\$0.00</td><td>\$0.00</td><td>\$3,773,000.00</td></tr><tr><td>All Previous Obligations</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td></tr><tr><td>Total Obligations</td><td>\$3,773,000.00</td><td>\$0.00</td><td>\$0.00</td><td>\$3,773,000.00</td></tr><tr><td>Share Ratio</td><td>100%</td><td>0%</td><td>0%</td><td>100%</td></tr></tbody></table>			BLM	RECIPIENT	THIRD PARTY	TOTAL	This Obligation	\$3,773,000.00	\$0.00	\$0.00	\$3,773,000.00	All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00	Total Obligations	\$3,773,000.00	\$0.00	\$0.00	\$3,773,000.00	Share Ratio	100%	0%	0%	100%
<input type="checkbox"/> STATE	<input type="checkbox"/> STATE CONTROLLED INST.																																											
<input type="checkbox"/> COUNTY	OF HIGHER LEARNING																																											
<input checked="" type="checkbox"/> MUNICIPAL	<input type="checkbox"/> PRIVATE UNIVERSITY																																											
<input type="checkbox"/> TOWNSHIP	<input type="checkbox"/> INDIAN TRIBE																																											
<input type="checkbox"/> INTERSTATE	<input type="checkbox"/> INDIVIDUAL																																											
<input type="checkbox"/> INTERMUNICIPAL	<input type="checkbox"/> PROFIT ORGANIZATION																																											
<input type="checkbox"/> SPECIAL DISTRICT	<input type="checkbox"/> OTHER																																											
<input type="checkbox"/> INDEPENDENT SCHOOL DISTRICT	<input type="checkbox"/> NOT FOR PROFIT ORGANIZATION																																											
	BLM	RECIPIENT	THIRD PARTY	TOTAL																																								
This Obligation	\$3,773,000.00	\$0.00	\$0.00	\$3,773,000.00																																								
All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00																																								
Total Obligations	\$3,773,000.00	\$0.00	\$0.00	\$3,773,000.00																																								
Share Ratio	100%	0%	0%	100%																																								
14. Recipient is not subject to Agency Payment Review.																																												
15. ACCOUNTING AND APPROPRIATION DATA 2006 NV055 411C 58561C LV29																																												
16. DUNS No. 030381610		17. CFDA No. AND TITLE 15.225 - Recreation Resource Management																																										
		18. PRINCIPLE PLACE OF PERFORMANCE Clark County, Nevada																																										
19. PROJECT TITLE I-215 Beltway Trail Segments - (Priority # 6-36, Project #LV29)																																												
20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION: Funding to implement the above-named project, in the amount of \$3,773,000.00 was approved by the Secretary of the Interior on February 7, 2006. This project is an inter-jurisdictional effort encompassing trail alignments within the entire extent of the beltway right-of-way. The trail path will generally consist of a ten-foot wide paved area with amenities to include benches, shade structures, and water fountains. The project utilizes existing space within the 215 beltway for a multi-use non-equestrian trail that will connect the City of Las Vegas with both North Las Vegas and Clark County. SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.																																												
21. NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer		24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist																																										
22. RECIPIENT BY _____ (Signature of Recipient's Authorized Representative)		25. UNITED STATES OF AMERICA BY _____ (Signature of BLM's Grants Management Officer)																																										
23. DATE SIGNED		26. DATE SIGNED																																										

APPROVED AS TO FORM

Thomas R. Green 4/9/07
Thomas R. Green

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.

B. Objective. Cooperation between the BLM and City of Las Vegas in order to facilitate the construction of the I-215 Beltway Trail Segments. This project is an inter-jurisdictional effort encompassing trail alignments within the entire extent of the beltway right-of-way. The trail path will generally consist of a ten-foot wide paved area with amenities to include benches, shade structures, and water fountains. The project utilizes existing space within the 215 beltway for a multi-use non-equestrian trail that will connect the City of Las Vegas with both North Las Vegas and Clark County.

C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
2. Additionally, this Agreement benefits the public by developing the I-215 Beltway Trail Segments.
3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entity in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us>

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: <http://www.access.gpo.gov/uscode/index.html>.

III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
2. Adhere to the policies and procedures identified in the IA.

3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
5. Make certain necessary permits or environmental clearances are obtained.
6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified in the IA.
5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled I-215 Beltway Trail Segments, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, SF 424B, Assurances – Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at:
<http://www.dnb.com> or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at:
<http://www.ccr.gov>.

VII. Payments

A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits: (1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.

B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.

1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.

- a. City of Las Vegas Final Inspection/Acceptance Report.
- b. Contractor and, if appropriate Subcontractor, notice of completion.

2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

1. Electronic Funds Transfer Payments

- a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
- b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.

2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.

b. Recipient enrollment in ASAP is accomplished in one of the two following ways:

- i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.

4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.

B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.

C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.

E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.

F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.

G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice_Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Braganza
Title	Financial Analyst
Entity	City of Las Vegas Department of Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbraganza@lasvegasnevada.gov

XI. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: <http://harvester.census.gov/sac>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text.

These terms and conditions are located at: <http://www.doi.gov/pam/TermsandConditions.html>. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

United States Department of the Interior
Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

PAGE 1 OF 12 PAGES

1. AGREEMENT NO. FAA060178 Priority #6-45; Project # LV30
2. AMENDMENT NO. N/A
3. TYPE OF AGREEMENT (Check one) <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5124 Fax: 702-515-5150 Alice_wilson@blm.gov		5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer Department of Public Works 420 N. 4th Street Las Vegas, NV 89101 Phone: 702-229-2176 Fax: 702 388-1807																																										
6. NAME, ADDRESS & PHONE NO. OF BLM'S PROGRAM OFFICER Jeremy Brooks, SNPLMA Project Specialist Libby White, Assistance Representative Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5136 Fax: 702-515-5010 Jeremy_Brooks@blm.gov Libby_white@blm.gov		7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR Connie L. Diso, Project Engineer Department of Public Works 731 S. Fourth Street Las Vegas, NV 89101 Phone: 702-229-2142 Fax: 702-382-8551 cdiso@lasvegasnevada.gov																																										
8. PROGRAM STATUTORY AUTHORITY SNPLMA, as Amended P.L. 105-263		9. ACTION/OBLIGATION DATE Same date as in Block 26																																										
10. PROJECT STARTING DATE Same date as in Block 26		11. PROJECT ENDING DATE Five Years from Block No. 26																																										
12. TYPE OF RECIPIENT (Check one) <table border="0"><tr><td><input type="checkbox"/> STATE</td><td><input type="checkbox"/> STATE CONTROLLED INST. OF HIGHER LEARNING</td></tr><tr><td><input type="checkbox"/> COUNTY</td><td><input type="checkbox"/> PRIVATE UNIVERSITY</td></tr><tr><td><input checked="" type="checkbox"/> MUNICIPAL</td><td><input type="checkbox"/> INDIAN TRIBE</td></tr><tr><td><input type="checkbox"/> TOWNSHIP</td><td><input type="checkbox"/> INDIVIDUAL</td></tr><tr><td><input type="checkbox"/> INTERSTATE</td><td><input type="checkbox"/> PROFIT ORGANIZATION</td></tr><tr><td><input type="checkbox"/> INTERMUNICIPAL</td><td><input type="checkbox"/> OTHER</td></tr><tr><td><input type="checkbox"/> SPECIAL DISTRICT</td><td><input type="checkbox"/> NOT FOR PROFIT ORGANIZATION</td></tr><tr><td><input type="checkbox"/> INDEPENDENT SCHOOL DISTRICT</td><td></td></tr></table>		<input type="checkbox"/> STATE	<input type="checkbox"/> STATE CONTROLLED INST. OF HIGHER LEARNING	<input type="checkbox"/> COUNTY	<input type="checkbox"/> PRIVATE UNIVERSITY	<input checked="" type="checkbox"/> MUNICIPAL	<input type="checkbox"/> INDIAN TRIBE	<input type="checkbox"/> TOWNSHIP	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> INTERSTATE	<input type="checkbox"/> PROFIT ORGANIZATION	<input type="checkbox"/> INTERMUNICIPAL	<input type="checkbox"/> OTHER	<input type="checkbox"/> SPECIAL DISTRICT	<input type="checkbox"/> NOT FOR PROFIT ORGANIZATION	<input type="checkbox"/> INDEPENDENT SCHOOL DISTRICT		13. FUNDING INFORMATION <table border="1"><thead><tr><th></th><th>BLM</th><th>RECIPIENT</th><th>THIRD PARTY</th><th>TOTAL</th></tr></thead><tbody><tr><td>This Obligation</td><td>\$1,650,000.00</td><td>\$0.00</td><td>\$0.00</td><td>\$1,650,000.00</td></tr><tr><td>All Previous Obligations</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td></tr><tr><td>Total Obligations</td><td>\$1,650,000.00</td><td>\$0.00</td><td>\$0.00</td><td>\$1,650,000.00</td></tr><tr><td>Share Ratio</td><td>100%</td><td>0%</td><td>0%</td><td>100%</td></tr></tbody></table>			BLM	RECIPIENT	THIRD PARTY	TOTAL	This Obligation	\$1,650,000.00	\$0.00	\$0.00	\$1,650,000.00	All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00	Total Obligations	\$1,650,000.00	\$0.00	\$0.00	\$1,650,000.00	Share Ratio	100%	0%	0%	100%
<input type="checkbox"/> STATE	<input type="checkbox"/> STATE CONTROLLED INST. OF HIGHER LEARNING																																											
<input type="checkbox"/> COUNTY	<input type="checkbox"/> PRIVATE UNIVERSITY																																											
<input checked="" type="checkbox"/> MUNICIPAL	<input type="checkbox"/> INDIAN TRIBE																																											
<input type="checkbox"/> TOWNSHIP	<input type="checkbox"/> INDIVIDUAL																																											
<input type="checkbox"/> INTERSTATE	<input type="checkbox"/> PROFIT ORGANIZATION																																											
<input type="checkbox"/> INTERMUNICIPAL	<input type="checkbox"/> OTHER																																											
<input type="checkbox"/> SPECIAL DISTRICT	<input type="checkbox"/> NOT FOR PROFIT ORGANIZATION																																											
<input type="checkbox"/> INDEPENDENT SCHOOL DISTRICT																																												
	BLM	RECIPIENT	THIRD PARTY	TOTAL																																								
This Obligation	\$1,650,000.00	\$0.00	\$0.00	\$1,650,000.00																																								
All Previous Obligations	\$0.00	\$0.00	\$0.00	\$0.00																																								
Total Obligations	\$1,650,000.00	\$0.00	\$0.00	\$1,650,000.00																																								
Share Ratio	100%	0%	0%	100%																																								
		14. Recipient is not subject to Agency Payment Review.																																										

15. ACCOUNTING AND APPROPRIATION DATA 2006 NV055 411C 58561C LV30		
16. DUNS No. 030381610	17. CFDA No. AND TITLE 15.225 - Recreation Resource Management	18. PRINCIPLE PLACE OF PERFORMANCE Clark County, Nevada

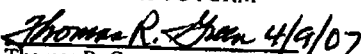
19. PROJECT TITLE Cultural Corridors Trail - Pedestrian Crossing Bridge - (Priority # 6-45, Project #LV30)
20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of \$1,650,000.00 was approved by the Secretary of the Interior on February 7, 2006. This project includes construction of pedestrian overpasses to allow for the uninterrupted flow of pedestrian and bicycle movement along the Cultural Corridor trail separate from vehicle traffic. One pedestrian bridge is proposed for the existing Cultural Corridor Trail to cross North Las Vegas Boulevard. The Cultural Corridor Trail is an existing project currently funded through SNPLMA from Round 5.

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21. NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer		24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist	
22. RECIPIENT BY _____ (Signature of Recipient's Authorized Representative)	23. DATE SIGNED	25. UNITED STATES OF AMERICA BY _____ (Signature of BLM's Grants Management Officer)	26. DATE SIGNED

APPROVED AS TO FORM


Thomas R. Green Date
Deputy City Attorney

I. Statement of Joint Objectives

A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.

B. Objective. Cooperation between the BLM and City of Las Vegas in order to facilitate the construction of the Cultural Corridors Trail - Pedestrian Crossing Bridge. This project includes construction of pedestrian overpasses to allow for the uninterrupted flow of pedestrian and bicycle movement along the Cultural Corridor trail separate from vehicle traffic. One pedestrian bridge is proposed for the existing Cultural Corridor Trail to cross North Las Vegas Boulevard. The Cultural Corridor Trail is an existing project currently funded through SNPLMA from Round 5.

C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:

1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,

D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.

1. This Agreement provides for City of Las Vegas the benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
2. Additionally, this Agreement benefits the public by developing the Cultural Corridors Trail - Pedestrian Crossing Bridge.
3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.

B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.

C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.

D. City of Las Vegas: The entity in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.

E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: <http://www.gpoaccess.gov/cfr/index.html>.

43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.

G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.

H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.

I. Nevada Revised Statutes (NRS): On-line at: <http://www.leg.state.nv.us>

J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.

K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.

L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.

M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.

N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.

O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.

P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.

Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: <http://www.nv.blm.gov/snplma/index.htm>.

R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: <http://www.access.gpo.gov/uscode/index.html>.

III. Project Management Plan

A. The recipient agrees to:

1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
2. Adhere to the policies and procedures identified in the IA.

3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
5. Make certain necessary permits or environmental clearances are obtained.
6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
4. Adhere to the policies and procedures identified in the IA.
5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Cultural Corridors Trail - Pedestrian Crossing Bridge, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, SF 424B, Assurances – Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.

C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.

D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.

E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: <http://www.dnb.com> or by calling 800-333-0505.

B. Central Contractor Registration (CCR) registration or maintenance can be done on line at: <http://www.ccr.gov>.

VII. Payments

A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits: (1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.

B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.

1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.
 - a. City of Las Vegas Final Inspection/Acceptance Report.
 - b. Contractor and, if appropriate Subcontractor, notice of completion.
2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

1. Electronic Funds Transfer Payments

- a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
- b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

- c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.

2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

- a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
- b. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.

4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.

B. The Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.

B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.

C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.

E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.

F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.

G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice_Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Braganza
Title	Financial Analyst
Entity	City of Las Vegas Department of Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbraganza@lasvegasnevada.gov

XI. Special Terms and Conditions

A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.

B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: <http://harvester.census.gov/sac>.

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.

G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set forth in full text.

These terms and conditions are located at: <http://www.doi.gov/pam/TermsandConditions.html>. The GMO will provide a full text copy to the recipient upon request.

B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.

D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. Compliance with Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.

F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.

I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT